

AGREEMENT

This Agreement is entered into this _____ day of _____, 2005 between LEON COUNTY, FLORIDA (hereafter "LEON COUNTY") and APALACHEE CENTER, INC., (hereafter "APALACHEE") of Capital Circle NE, Tallahassee, FL 32302.

WHEREAS, APALACHEE has for a number of years contracted with the Department of Children and Families for the provision of mental health services under Chapter 394, Florida Statutes; and

WHEREAS, Section 394.76, Florida Statutes, requires that state funds expended for mental health, alcohol and drug abuse services, subject to certain specified exemptions, be matched on a 75% to 25% state to local basis; and

WHEREAS, the local governing body is required to provide that amount of funds when added to other available local matching funds, is necessary to match state funds; and

WHEREAS, APALACHEE has identified certain funds raised and expended by it as matching funds which it agrees may be used by LEON COUNTY to reduce the amount of matching funds it is obligated to provide; and

WHEREAS, APALACHEE has at all relevant times asserted that such expenditures were an advancement against an obligation owed by LEON COUNTY; and

WHEREAS, APALACHEE has further declared its intention to resort to litigation, if necessary, to force LEON COUNTY to reimburse it for such advancements and to provide matching funds for mental health, alcohol and drug abuse services in the future; and

WHEREAS, LEON COUNTY is desirous of continuing its long and harmonious relationship with APALACHEE CENTER, INC.

NOW, THEREFORE, APALACHEE CENTER, INC. AND LEON COUNTY, FLORIDA, agree as follows:

(1) Commencing October 1, 2005 through September 30, 2006, LEON COUNTY will provide APALACHEE with matching funds in the amount of \$602,281 to be paid in twelve (12) successive monthly payments.

(2) APALACHEE agrees to seek other funding from other local governing bodies as per state statute.

(3) The parties agree to an audit at the election of the County. In the event of such audit, the auditor will be selected and paid for by the County; however, the auditor must comply with generally accepted accounting principles (GAAP).

(4) APALACHEE agrees to submit a report to include demographic data and the number of clients served, clients denied admission and reason for denial and referral information on a quarterly basis and to submit invoices monthly.

(5) This agreement may be extended for five (5) additional years under the same terms and conditions set forth herein, subject to approval by APALACHEE and LEON COUNTY.

(6) Breach of this agreement by either party would entitle the other to pursue any and all remedies and to assert all defenses which would have been available to either in the absence of such agreement.

(7) Nothing in this agreement is to be construed as establishing or creating a relationship of agency, partners or employment between the parties, or as constituting either party as the agent or representative of the other for any purpose. APALACHEE is not authorized to bring LEON COUNTY to any contract or other obligations, and shall not expressly or impliedly represent to any party that APALACHEE is the agent or representative of LEON COUNTY.

(8) APALACHEE agrees to indemnify and hold harmless LEON COUNTY from claims, damages liabilities, or suites of any nature arising out of, because of, or due to the breach of this agreement by APALACHEE, its delegates, agents, employees, or due to any acts occurrence of the omission or commission of APALACHEE, included but not limited to costs and a reasonable attorney's fee. LEON COUNTY may at its sole option, defend itself or allow APALACHEE to provide the defense. APALACHEE acknowledges that Ten Dollars (\$10) of the amount to be paid to the APALACHEE is sufficient consideration for APALACHEE indemnification of LEON COUNTY.

(9) This agreement shall be governed by, construed, and enforced in accordance to the laws of the State of Florida.

(10) In accordance with Section 287.133, Florida Statutes, APALACHEE certifies to the best of its knowledge that neither APALACHEE nor its affiliates have been convicted of a public entity crime. Violation of the section by APALACHEE shall be grounds for cancellation of this agreement by LEON COUNTY.

(11) The performance of LEON COUNTY of its obligations under this agreement shall be subject to and contingent upon the availability of funds budgeted by LEON COUNTY or otherwise lawfully expendable for the purposes of this agreement for the current and future periods.

ATTESTED BY:

APALACHEE CENTER FOR
HUMAN SERVICES, INC.

BY Virginia H. Kelly
Secretary

BY Robert K. Kullford
President, CEO

LEON COUNTY, FLORIDA

BY _____
Cliff Thael, CHAIRMAN
BOARD OF COUNTY
COMMISSIONERS

ATTESTED BY:
CLERK OF COURT

BY _____

APPROVED AS TO FORM
COUNTY ATTORNEY'S OFFICE

Herbert W. A. Thiele, Esq.
County Attorney